Morgan Hill Skateboard/BMX Park 171 West Edmundson, Morgan Hill, CA (408) 607-8350 www.mhcrc.com



## Skateboard/BMX Park Participant Application

- The CRC Skate Park is a safe place. Therefore, we enforce a Zero Tolerance policy on issues dealing with drugs, alcohol, weapons, violance, and threats.
- 2. All partipants must register for Skateboard/BMX Park participation. A completed application is required.
- 3. A Liability Release and Acceptance of Skate Park Rules, Policies & Procedures must by signed by the Member and parent/guardian (if under age 18) and submitted with this application.
- 4. Providing false information may result in disqualification from use of the Skateboard/BMX Park.

## All Required Boxes Must Be Filled Out Or It Will Not Be Accepted

**Required Information:** Participant Name Primary Phone # Date of Birth Main Contact (Parent/Guardian) Other Phone # Name Cell **Emergency Contact (In case we CANNOT reach your main contact.)** Other Phone # Name Please indicate any special needs or medical conditions such as: allergies, asthma, etc., that staff should be aware of: **Medication: Optional Information:** Address (#, street, unit) E-mail City, Zip Code School Grade As the participant (18 and over) or the parent/guardian of the child listed above I hereby certify that the information contained in this application for Skateboard/BMX Park Membership is true and complete. I understand that any misrepresentation or deliberate omission of a material fact in this application may disqualify the child listed above from the application process or terminate membership. Participant Signature (If under 18, Parent/Guardian Signature) Date



Staff Signature:

## Skateboard/BMX Park Liability Release and Acceptance of Policies & Procedures

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA and City of Morgan Hill (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in recreation programs including classes where the participants supply their own equipment, or participation in any off-site program affiliated with the YMCA or City of Morgan Hill, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA or City of Morgan Hill for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment, including equipment supplied by the participant, thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA AND CITY OF MORGAN HILL FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE RECREATION PROGRAM AFFILIATED WITH THE YMCA OR CITY OF MORGAN HILL, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, AND DISCHARGES the YMCA, its directors, officers, employees, and agents, and City of Morgan Hill elected officials, officers, employees, agents and representatives(hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment, including equipment supplied by the participant, therein or participating in any program affiliated with the YMCA or City of Morgan Hill
- 2. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY CONVENANTS NOT TO SUE either the YMCA, its directors, officers, employees, and agents, or City of Morgan Hill elected officials, officers, employees, agents and representatives(hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment, including equipment supplied by the participant, therein or participating in any program affiliated with the YMCA or City of Morgan Hill.
- 3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA or City of Morgan Hill premises or in any way observing or using any facilities or equipment, including equipment supplied by the participant, of the YMCA or City of Morgan Hill or participating in any program affiliated with the YMCA and City of Morgan Hill whether caused by the negligence of the releasees or otherwise.
- 4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA or City of Morgan Hill and/or while using the premises or any facilities or equipment, including equipment supplied by the participant, thereon or participating in any program affiliated with the YMCA or City of Morgan Hill.
- 5. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY consents to and authorizes the use and reproduction of any and all photographs and video which have been taken of the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for the promotional purposes of the YMCA and City of Morgan Hill, or anyone authorized by the YMCA or City of Morgan Hill. The undersigned understands that no reimbursement will be given for allowing the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin's photo or video to be taken and the use of the photo or video.

THE UNDERSIGNED HEREBY AGREES THAT SKATEBOARDING, ROLLERBLADING, BMX BIKING AND SIMILAR ACTIVITIES ARE HAZARDOUS RECREATIONAL ACTIVITES and may subject the undersigned to risk of injury or death. I further understand that the City of Morgan Hill and YMCA are not responsible in any way for determining whether my skill level is sufficient to conduct such activities in a safe manner and that I assume all such risk of injury or death.

THE UNDERSIGNED HAS READ THE POLICIES AND PROCEDURES FOR THE MORGAN HILL SKATEBOARD/BMX PARK. The Member agrees to follow the Policies & Procedures and the Parent/Guardian agrees to support the Policies & Procedures.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I HAVE READ THIS RELEASE.

Member Signature	Member Name (printed)	Date
Parent/Guardian Signature	Parent/Guardian Name (Printed)	Date